

**COPY**

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT NO. 1151**

T:06-0018

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("COMMISSION"), the BNSF Railway Company ("COMPANY"), Earl Township ("TOWNSHIP"), and the State of Illinois, Department of Transportation ("DEPARTMENT").

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through Staff investigation that inquiry should be made into the matter of improving public safety at the 17<sup>th</sup> Street and 18<sup>th</sup> Street highway-rail grade crossings of the Company's track near Leland, in LaSalle County, Illinois, designated as crossing AAR/DOT #079 621S, railroad milepost 67.62-A and AAR/DOT #079 620K, railroad milepost 66.60-A; respectively and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossings by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersections, train movements, vehicular traffic volumes, and sight distances and other pertinent data relating to the crossings have been obtained and shown on Exhibits A, and A-1 attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossings should be:

**DOCKETED**

E. 17<sup>th</sup> Street

- (a) The Company should install automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry,
- (b) The Company should install temporary STOP signs (if required) at the 17<sup>th</sup> Street grade crossing within 30 days of receipt of a Commission Order for the installation of new automatic warning devices.
- (c) The Township should improve the highway approach grades to meet the minimum requirements of 92 Ill. Adm. Code 1535.204.

E. 18<sup>th</sup> Street

- (a) The Company should install automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry,
- (b) The Company should install temporary STOP signs (if required) at the 18<sup>th</sup> Street grade crossing within 30 days of receipt of a Commission Order for the installation of new automatic warning devices.
- (c) The Township should improve the highway approach grades to meet the minimum requirements of 92 Ill. Adm. Code 1535.204.

Section 3 The Company has prepared preliminary estimates of cost to accomplish the proposed safety improvements, which it may be required to perform. Execution of the Agreement by the Department will be considered as its acceptance and approval of all drawings, circuit plans and required specifications, attached hereto as Exhibits B and B-1.

Section 4 The County on behalf of the Township has prepared preliminary estimates of cost to accomplish the proposed approach improvements, which it may be required to perform. Execution of the Agreement by the Department will be considered as its acceptance and approval of all drawings, circuit plans and required specifications, attached hereto as Exhibits C and C-1.

Section 5 The Company and Township shall each upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed improvements should be twelve (12) months from the date of a Commission Order subsequent to this Agreement.

Section 6 The parties agree that an equitable division of cost for the proposed improvements should be as follows:

**COST DIVISION TABLE:**

IMPROVEMENT	EST. COST	GCPF	TOWNSHIP	COMPANY
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry at the 17 <sup>th</sup> Street crossing	\$188,173	(95%) \$178,764 <sup>1</sup>	\$0	(Remainder <sup>3</sup> ) \$9,409
Modify Existing Highway Approaches at the 17 <sup>th</sup> Street crossing	\$22,016	\$0	(100% <sup>5</sup> ) \$22,016	\$0
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry at the 18 <sup>th</sup> Street crossing	\$188,928	(95%) \$179,482 <sup>2</sup>	\$0	(Remainder <sup>3</sup> ) \$9,446
Modify Existing Highway Approaches at the 18 <sup>th</sup> Street crossing	\$21,994	\$0	(100% <sup>5</sup> ) \$21,994	\$0
Install temporary STOP Signs, if Ordered at the 17 <sup>th</sup> and 18 <sup>th</sup> Street crossings	No Estimate Required	\$0	\$0	100% <sup>4</sup>
<b>TOTALS</b>	<b>\$421,111</b>	<b>\$358,246</b>	<b>\$44,010</b>	<b>\$18,855</b>

**Notes:**

<sup>1</sup> Total Grade Crossing Protection Fund (GCPF) assistance not to exceed \$178,764; any installation costs above the estimated amount of \$188,173 will be divided between the GCPF and the Company in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

<sup>2</sup> Total Grade Crossing Protection Fund (GCPF) assistance not to exceed \$179,482; any installation costs above the estimated amount of \$188,928 will be divided between the GCPF and the Company in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

<sup>3</sup> Company responsible for all future operating and maintenance costs associated with the new automatic warning devices.

<sup>4</sup> Company responsible for all future maintenance costs associated with the temporary STOP Signs (if ordered).

<sup>5</sup> Township responsible for all future maintenance costs associated with the highway approaches.

**Section 7** The Township is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit D.

**Section 8** Special Provisions: Since the approach improvements at the subject crossings will be performed by the Township, flagging and contractor liability insurance will be required for said work.

The Company and Township shall complete and submit the Project Manager Information portion of the Project Status Report sheet, attached as Exhibits E and E-1, along with this executed Agreement.

The Company and Township shall each, at six (6) month intervals from the date of Commission Order subsequent to this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit E and E-1, regarding the progress each has made toward completion of the work herein required. Each Project Status Report shall include the Commission Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company and Township Project Manager.

All bills for warning device improvement work specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement. The Department shall not obligate any funds for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12<sup>th</sup> month from the completion date specified in the Commission Order approving this Agreement or any Supplemental Order(s) issued for this project, notify the Department to de-obligate all residual funds accountable for this project. Notification may be by regular mail, electronic mail, fax, or phone.

**Section 9** Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the Company and Road District shall provide sufficient documentation for all bills. The minimum documentation requirements are:

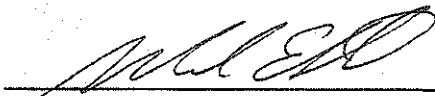
- a) Labor Charges (including additives) - Copies of employee work hours charged to the railroad and/or highway account code for the project.
- b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; number of hours the equipment was used and the railroad and/or highway account code for the project.
- c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
- d) Engineering - Copies of employee work hours charged to the railroad and/or highway account code for the project.
- e) Supervision - Copies of employee work hours charged to the railroad and/or highway account code for the project.
- f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
- g) Service Dates - Invoice should include the beginning and ending date of the work accomplished for the invoice.
- h) Final or Progressive - Each invoice should be marked as a Progressive or a Final Invoice.

- i) Reference Numbers - Each invoice should include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
- j) Locations - Each invoice should show the location, with the street name and AAR/DOT crossing inventory number.

Section 10 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

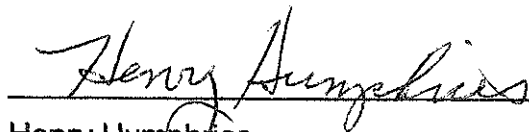
In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 30<sup>th</sup> day of January 2006.

  
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Michael E. Stead  
Rail Safety Program Administrator

Attest:

  
\_\_\_\_\_

Henry Humphries  
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 1151 concerning improvements at the 17<sup>th</sup> Street (AAR/DOT #079 621S; railroad milepost 67.63-A) and 18<sup>th</sup> Street (AAR/DOT #079 620K; railroad milepost 66.60-A) highway-rail grade crossings of the BNSF Railway Company's tracks, located near Leland, LaSalle County, Illinois.

Executed by the Illinois Department of Transportation this 22<sup>nd</sup> day of February 2006.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By:



Milton R. Sees, Director of Highways/Chief Engineer

Illinois Commerce Commission Stipulated Agreement No. 1151 concerning improvements at the 17<sup>th</sup> Street (AAR/DOT #079 621S; railroad milepost 67.63-A) and 18<sup>th</sup> Street (AAR/DOT #079 620K; railroad milepost 66.60-A) highway-rail grade crossings of the BNSF Railway Company's tracks, located near Leland, LaSalle County, Illinois.

Executed by the Earl Township Road District this 13 day of March 2006.

EARL TOWNSHIP ROAD DISTRICT

By:

Robert Hood  
Commissioner

Attest:

Victor J. Washelesky  
Victor J. Washelesky




Illinois Commerce Commission Stipulated Agreement No. 1151 concerning improvements at the 17<sup>th</sup> Street (AAR/DOT #079 621S; railroad milepost 67.63-A) and 18<sup>th</sup> Street (AAR/DOT #079 620K; railroad milepost 66.60-A) highway-rail grade crossings of the BNSF Railway Company's tracks, located near Leland, LaSalle County, Illinois.

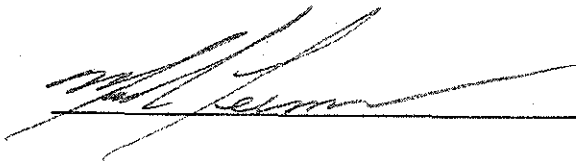
Executed by the BNSF Railway Company this 22<sup>nd</sup> day of March 2006.

BNSF RAILWAY COMPANY ::

By:

  
Asst. Vice President Engineering Services

Attest:



**ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT  
CROSSING DATA FORM**

**GENERAL INFORMATION:** See Location Sketch

<b>RAILROAD</b>	BNSF
<b>USDOT#, MILEPOST</b>	079 621S, 67.63-A
<b>STREET, CITY, COUNTY</b>	E 17 <sup>th</sup> Road, near Leland, LaSalle County
<b>JURISDICTION (RDWY)</b>	Township
<b>LOCATION</b>	Rural, Commercial/Residential
<b>STREET SURFACE</b>	15' Gravel, Good condition

**CROSSING DATA:** Also see Location Sketch for roadway profile and track centers

<b>TRACK (W-E or N-S)</b>	<b>SURFACE TYPE</b>	<b>SURFACE WIDTH</b>	<b>SURFACE CONDITION</b>
N. Main	FDT	16'	Good
S. Main	FDT	16'	Good

**ROADWAY DATA:** See Location Sketch

<b>INTERSECTING ROADS:</b>	None
<b>TRAFFIC CONTROL</b>	None
<b>ADT &amp; SPEED</b>	59 Vehicles Per Day @ 55 (unposted) MPH
<b>TRAFFIC TYPE</b>	Passenger, School Buses, Hazardous Materials, Other all possible
<b>ADVANCE WARNING</b>	Yes
<b>PAVEMENT MARKING</b>	No

**RAILROAD DATA:** See Location Sketch

<b>FREIGHT TRAFFIC</b>	28 Per day @ 60 MPH, Day & Night? Yes
<b>PASSENGER TRAFFIC</b>	6 per day @ 79 MPH
<b>WARNING DEVICES</b>	New MUTCD Crossbucks

**NOTES:**

**VISIBILITY STUDY:** See Location Sketch

<b>Train Speed</b>	79	<b>MPH</b>
<b>Roadway Speed</b>	55	<b>MPH</b>
<b>Required Stopping Sight Distance (SSD)</b>		
<b>Along Roadway</b>	573	<b>FEET</b>
<b>Along Tracks</b>	938	<b>FEET</b>
<b>Required Clearing Sight Distance (CSD)</b> <b>(Along Tracks)</b>	1,918	<b>FEET</b>

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

<b>QUADRANT</b>	<b>CSD (FT)</b>	<b>OBSTRUCTION</b>	<b>SSD (FT)</b>	<b>OBSTRUCTION</b>
<b>NE</b>	*		1.*	
<b>NW</b>	*		50'*	Crop
<b>SE</b>	*		1.*	
<b>SW</b>	*		1.*	

\*Note: The installation of automatic flashing light signals and gates eliminate the need to satisfy minimum Sight Distance criteria.

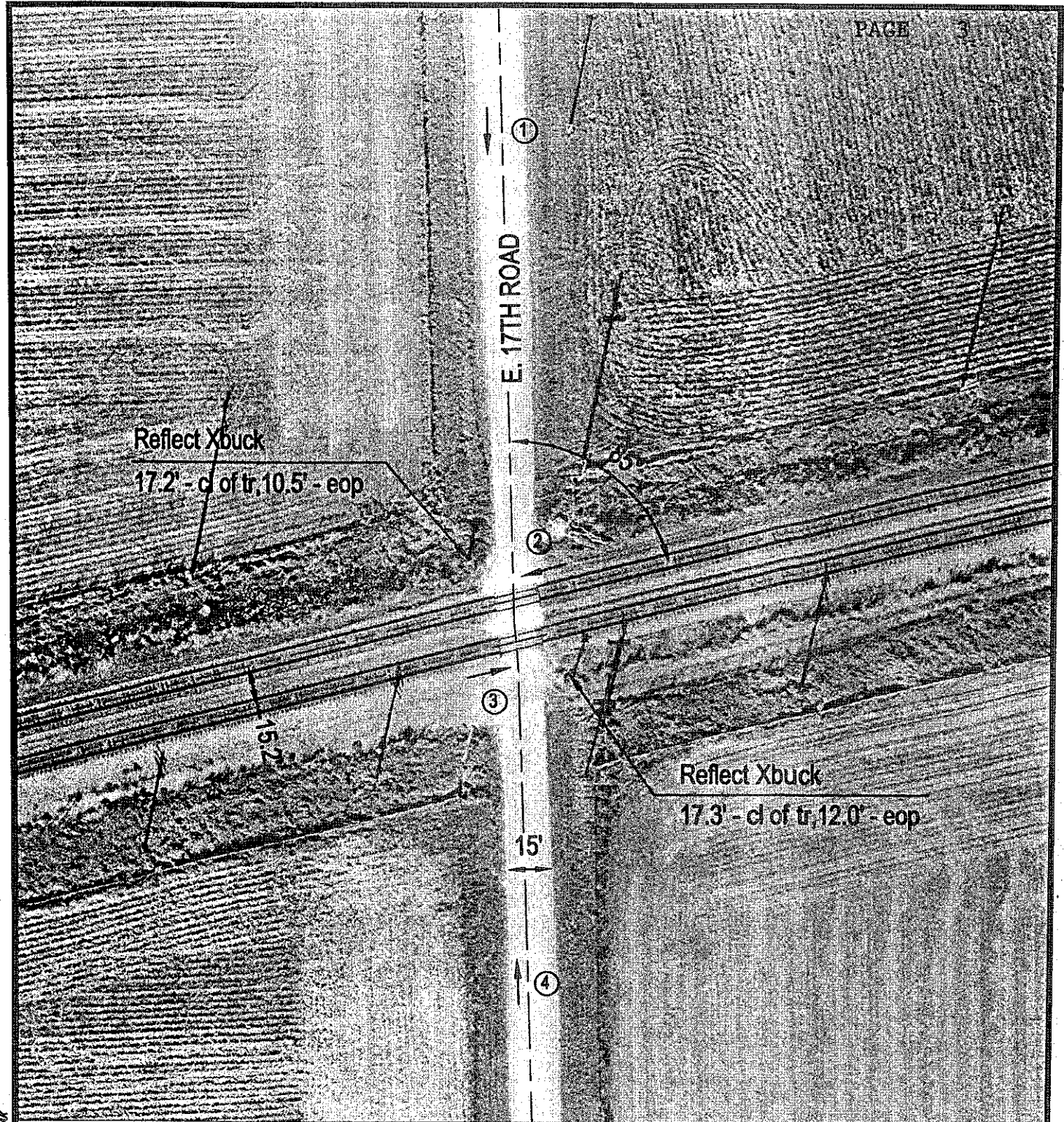
1. Meets now, 50' if corn crop.

**APPROACH GRADES:** See Location Sketch

<b>DIRECTION: NORTH</b>			<b>DIRECTION: SOUTH</b>		
<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>	<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>
See	Page	3	Attached		
See	Page	3	Attached		

Distance measured from outermost rail.

**COMMENTS:**



Crossing #: 079621S  
 Location: LaSalle Co., City of Leland (N)  
 Lat/Long: 41°36'23" / 88°50'15"  
 Railroad: BNSF  
 Street: East 17th Road  
 Railroad Milepost: 67.63  
 Crossing Protection: Signs

